

PORSE
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V4



The Port of Portland
DRY DOCKAGE SALES RE-CAPITULATION
For the Month of OCTOBER, 1949.

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Debit- Accounts Receivable A 29 \$ 5,303.09 ✓

Debit- Distribution Ledger F 29 \_\_\_\_\_

Debit- ..... \_\_\_\_\_

Credit- Dockage Earnings Q 15 5,303.09 ✓

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Dockage Statistics:

	<u>Number Docked</u>	<u>Ton Days</u>
Seagoing Vessels	6	38,846
River Boats, Barges, etc.	8	8,487
TOTALS - - - - -	14	47,333

THE PORT OF PORTLAND—DRY DOCK DOCKAGE COMPILATION SHEET

Docking No. 4637

October 19 49

Name of Vessel.....S/S JOSEPH SQUIRES.....

Gross Reg. Tonnage: 7176

Cargo — Long Tons:

Ordered by Willamette Iron & Steel Co Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

10:18A M. 10/31 1949 7:58P M. 10/31 1949 Pontoons Nos. all Dock No. 2

18067 JAMES. KERNS & ABBOTT CO. PORTLAND

[illegible]

[illegible]

Docking No. 4635 October 1949

Name of Vessel Cement Barge #79 Gross Reg. Tonnage: 403

Cargo — Long Tons:

Ordered by Tidewater Shaver Barge Line Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

10:35A M. 10/27 1949 7:26P M. 10/27 1949 Pontoons Nos. 4-5 Dock No. 2

18067 JAMES KERN & ABBOTT CO. PORTLAND

[illegible]

10/22/49

PURCHASE ORDER

2100 N. ALBINA AVE.
PORTLAND 12, OREGON

PURCHASE ORDER **Nº 90268**

DATE _____

SHIP TO

ACCOUNT NO.

DEPT. ORDERED BY

[illegible]

№ 90268

PURCHASING AGENT

THE PORT OF PORTLAND—DRY DOCK DOCKAGE COMPILATION SHEET

Docking No. 4633

October 19 49

Name of Vessel.....M/S CHINA MAIL.....

Gross Reg. Tonnage: 6606

Cargo — Long Tons:

Works
Ordered by Albina Engine & Machine Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

12:20A M. 10/19	19 49 6:16P M. 10/19	19 49 Pontoons Nos.	all	Dock No.	2
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18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
10/20	Lift day ends 12:20 AM		Cleaned & painted hull. Repaired #1 tank.
	6606 tons @ .10	660.60	Inspected anchor chains.
			Vessel arrived pier S-2 at 6:35 PM 10/18
			After undocking, vessel tied to pier S-2
			at 7:20 PM 10/19
			Vessel departed from pier S-2at
	Vessel ready to undock 6:10 PM 10/19		8:10 PM 10/19

Compiled by

E

Approved by _____

Entered

OCT 24 1949

Billed

10/21/49

Docking No. 4632 October 19 49

Name of Vessel Tug Dix #3 Gross Reg. Tonnage: 22

Ordered by Floating Marine Ways Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

12:28P M. 10/17 19 49 2:03P M. 10/18 19 49 Pontoons Nos. 5 Dock No. 2

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

[illegible]

THE PORT OF PORTLAND—DRY DOCK DOCKAGE COMPILATION SHEET

Docking No. 4631

October 19 49

Name of Vessel S/S JOHN HATHORN

Gross Reg. Tonnage: 7176

Cargo — Long Tons:

Works
Ordered by Northwest Marine Iron Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

5:42P	M.	10/11	1949	3:50P	M.	10/12	1949	Pontoons Nos.	all	Dock No.	2
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18067 JAMES. KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Docking time starts 8:00 AM 10/12		Washed, cleaned & painted hull. Electric
10/13	Lift day ends 8:00 AM		welded seams.
	7176 tons @ .10	717.60	
			Vessel arrived pier S-2 at 5:43 AM 10/11
			After undocking, vessel tied to pier S-2
			at 4:52 PM 10/12
	Vessel ready to undock 3:42 PM 10/12		

Compiled by

EC

Approved by _____

Entered

OCT 24 1949

Billed

10/17/49

JOB NO. 6518

PURCHASE ORDER

ORDERED FOR

NORTHWEST MARINE IRON WORKS

1

2516 N.W. 29TH AVENUE
PORTLAND 10, OREGON

Hugst.

TO Part of Portland O.R.
916 Spalding Bldg
City —

DATE 10-10-44.

TERMS

F. O. B.

SHIP VIA

DATE WANTED

ITEM	QUANT.	UNIT	DESCRIPTION	PRICE	UNIT	DISCOUNT
			SS. John Hathorn— Docking Wharfage Ant Seawall.			

INSTRUCTIONS

1. Render invoices in single copy only unless _____ copies are requested.
2. Delivery dates specified on this purchase order are based on buyer's production schedule and must be strictly adhered to. If you cannot fill order as specified advise us immediately.
3. Our purchase order number must appear on all invoices, correspondence, shipping papers, including freight bills and bills of lading, and all packages.

PURCHASE ORDER No. 70426

NORTHWEST MARINE IRON WORKS

By _____
NO. 112 BUYER

BY R. J. McMahy.
PURCHASING AGENT

[illegible]

THE PORT OF PORTLAND—DRY DOCK DOCKAGE COMPILATION SHEET

Docking No. 4629

October

19 49

Name of Vessel Tug L. H. Coolidge

Gross Reg. Tonnage: 282

Cargo — Long Tons:

Ordered by Upper Columbia River Towing Co. Bill to _____

Bill to Floating Marine Ways

Repairs by Floating Marine Ways

Docked:

Undocking Started:

Lifted on:

10:50A M. 10/10

19 49 3:05P M. 10/28

1949 Pontoon Nos.


4-5

....Dock No.

18067 JAMES. KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Forward from sheet #1	310.20	Bored out stern & strut tubes. Renewed all
10/25	10th lay day ends 10:50AM 282 @ .10	28.20	bearings. Removed two rudders & renewed
10/26	11th " " " 10:50 AM 282 @ .10	28.20	bearings & replaced rudders. Repaired
10/27	12th " " " 10:50 AM 282 @ .10	28.20	shafts. Changed both propellers. Cleaned
10/28	13th " " " 10:50 AM 282 @ .10	28.20	and painted hull.
	1/4 of 14th lay day ends 4:50 PM		
	282 tons @ .10 X 1/4 Min. fractional		
	lay day charge	10.00	
		433.00	Vessel arrived pier N-2 at 7:10 AM 10/10
10/20	" " " 10:50 AM 282 @ .10	28.20	Vessel de arted from Dock #1 at
10/21	8th " " " 10:50 AM 282 @ .10	28.20	3:40 PM 10/28
	Vessel ready to undock 3:00 PM 10/28		
10/29	1st lay Sunday ends 12:00 PM		
10/30	2nd lay Monday ends 12:00 PM		
10/31	3rd lay Tuesday ends 12:00 PM		
10/31	4th lay Wednesday ends 12:00 PM		
		310.20	

Compiled by
EC

Approved by


Entered
OCT 31 1949

Billed
11/7/49

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4629

October

19 49

Name of Vessel Tug L. H. Coolidge

Gross Reg. Tonnage: 282

Cargo — Long Tons: _____

Ordered by Upper Columbia River Towing Co.

Bill to

Floating Marine Ways

Repairs by Floating Marine Ways

Docked:

Undocking Started:

Lifted on:

10:50A M. 10/10

19 49


M

19

Pontoons Nos. 4-5

Dock No. 1

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
10/11	Lift day ends 10:50AM 282 @ .20	56.40	
10/12	1st lay day ends 10:50 AM 282 @ .10	28.20	
10/13	2nd " " " 10:50 AM 282 @ .10	28.20	
10/14	3rd " " " 10:50 AM 282 @ .10	28.20	
	Part of 4th lay day ends 12:00 PM	84.60	
10/15	Idle day Saturday ends 12:00 PM		
10/16	Idle day Sunday ends 12:00 PM		
10/17	Bal. of 4th lay day ends 10:50AM 282 @ .10	28.20	
10/18	5th lay day ends 10:50 AM 282 @ .10	28.20	Vessel arrived pier N-2 at 7:10 AM 10/10
10/19	6th " " " 10:50 AM 282 @ .10	28.20	
10/20	7th " " " 10:50 AM 282 @ .10	28.20	
10/21	8th " " " 10:50 AM 282 @ .10	28.20	
	Part of 9th lay day ends 12:00 PM	112.80	
10/22	Idle day Saturday ends 12:00 PM		
10/23	Idle day Sunday ends 12:00 PM		
10/24	Bal. of 9th lay day ends 10:50AM 282 @ .10	28.20	
	For'd	310.20	
		Compiled by	Approved by 
		Entered	Billed

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4628

October 19 49

Name of Vessel..... S/S FRANCIS SCOTT KEY.....

Gross Reg. Tonnage: 7191

Cargo — Long Tons:

Ordered by Albina Engine & Machine Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

8:04A M 10/10 19 49 4:43P M 10/10 19 49 Pontoons Nos. all Dock No. 2

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

[illegible]

Docking No. 4627 October 19 49

Name of Vessel Tug Klickitat Gross Reg. Tonnage: 82

Cargo — Long Tons:

Ordered by Shaver Transportation Co. Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

9:40A M. 10/7 19 49 10:13A M. 10/7 19 49 Pontoons Nos. 5 Dock No. 2

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
10/8	Lift day ends 9:40 AM 82 tons @ .20 Min. charge	50.00	Removed cable from propeller
			Vessel arrived pier S-2 at 8:45 AM 10/7
			Vessel departed from dock #2 at 10:43 AM 10/7
	Vessel ready to undock 10:05 AM 10/7		

U.S. GOVERNMENT PRINTING OFFICE: 1948

Compiled by <div style="text-align: center;">EC</div>	Approved by	Entered OCT 24 1948	Billed 10/11/48
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[illegible]

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4623

Sept. & October 1949

Name of Vessel Tug Winquatt

Gross Reg. Tonnage: 280


Cargo — Long Tons: _____

Works
 Ordered by Albina Engine & Machine Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

3:45 P. M. 9/27 1949 3:23 P. M. 10/7 1949 Pontoons Nos. 4-5 Dock No. 1

10067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
9/28	Lift day ends 3:45 PM 280 tons @ .20	56.00	Renewed 5 plates in hull and welded
9/29	1st lay day ends 3:45 PM 280 " @ .10	28.00	bulk head in after end of hull.
9/30	2nd " " " 3:45 PM 280 @ .10	28.00	
	Part of 3rd lay day ends 12:00 PM		
10/1	Idle day Saturday ends 12:00 PM		
10/2	Idle day Sunday ends 12:00 PM		
10/3	Bal. of 3rd lay day ends 3:45 PM		
	280 tons @ .10	28.00	Vessel arrived pier N-2 at 11:00 AM 9/26
10/4	4th lay day ends 3:45 PM 280 @ .10	28.00	
10/5	5th " " " 3:45 PM 280 @ .10	28.00	
10/6	6th " " " 3:45 PM 280 @ .10	28.00	After undocking, vessel tied to pier
10/7	7th " " " 3:45 PM 280 @ .10	28.00	S-1 at 3:45 PM 10/7
		252.00	
			Vessel departed from pier S-1 at
	Vessel ready to undock 3:23 PM 10/7		4:08 PM 10/7
Compiled by EC		Approved by 	Entered OCT 24 1949
			Billed 10/13/49

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4622

Sept. & October

1949

Name of Vessel Boat House "Crown Point"

Gross Reg. Tonnage: 39

Cargo — Long Tons: _____

Ordered by U. S. Engineers

Bill to same

Repairs by same

Docked:

Undocking Started:

Lifted on:

2:34 PM 9/27

1949 3:30P M.


10/7

1949

Pontoons Nos. 3

Dock No. 1

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
9/28	Lift day ends 2:34 PM 39 @ .20 Min.	50.00	Washed, cleaned & painted hull. Calked
9/29	1st lay day ends 2:34 PM 39 @ .10 Min.	25.00	and cemented seams on sides & bottom of
9/30	2nd " " " 2:34 PM 39 @ .10 "	25.00	hull
	Part of 3rd lay day ends 12:00 PM		
10/1	Idle day Saturday ends 12:00 PM		
10/2	Idle day Sunday ends 12:00 PM		
10/3	Bal of 3rd lay day ends 2:34 PM		
	39 tons @ .10 Min. charge	25.00	Arrived pier N-2 at 10:42 AM 9/27
10/4	4th lay day ends 2:34 PM 39 @ .10 Min.	25.00	
	2/6 of quarter of 5th lay day ends		
	4:34 PM 39 tons @ .01, x 2		
	Min. fractional lay day charge	10.00	Departed from dock #1 at 3:50 PM 10/7
		160.00	
	Ready to undock 4:00 PM 10/4		
	(could not undock untill Tug Winquatt		
	on pontoon #1 was ready to undock)		
Compiled by		Approved By 	Entered
			OCT 24 1949
			Billed
			10/13/49

1,400

250

400

30	12/10
31	1/10
31	2/10
28	3/10
<u>120</u>	

DEPARTMENT OF THE ARMY

LAB/bs

PURCHASE ORDER

DATE

10/28/49

CONTRACT NO. (If any)

ORDER NO.

38618

ISSUED BY: Corps of Engineers,
628 Pittock Block,
Portland 5, Oregon

TO: (Contractor and address; also factory address, if required)

The Port of Portland,
916 Spalding Building,
Portland 4, Oregon

SHIP TO: L. M. Lickel,
U. S. Engineer

PAYMENT WILL BE MADE BY DISBURSING OFFICER,
628 Pittock Block,
Portland 5, Oregon

INVOICE FOR PAYMENT WILL BE MAILED TO:

District Engineer, Corps of Engineers,
628 Pittock Block, Portland 5, Oregon

THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT
ARE AUTHORIZED BY, ARE FOR THE PURPOSES SET FORTH IN, AND
ARE CHARGEABLE TO THE FOLLOWING ALLOTMENTS, THE AVAILABLE
BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF:

21x3000 Plant

IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF

PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F. O. B.

8010 N. W. St. Helens Road, Portland, Oregon

METHODS OF PRESENTING INVOICES OR VOUCHERS, AND OF PACKING, MARKING, AND SHIPPING, SHALL BE AS PROVIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER.

DISCOUNT TERMS

Domestic

Net

SCHEDULE OF DELIVERIES

October 6, 1949

INSPECTION POINTS

ITEM NO. SUPPLIES OR SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

1. Services of the Port of Portland Drydock to
drydock the boathouse for the launch
Crown Point on September 27, 1949 to
October 6, 1949, including incidental
charges connected therewith. - - - - -

1

Job

\$242.39

\$242.39

CONFIRMATION

Section 2(a)(3) of Armed Services Procurement Act, Public Law 413, 80th Congress.

SPECIFIC PURPOSE: Drydocking to make underwater surface
repairs.

UNITED STATES OF AMERICA

BY

B. C. Kellogg, Purchasing Agent
CONTRACTING OFFICER

CONDITIONS

1. **VENDOR'S INVOICES.**—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

2. **DISCOUNTS.**—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

3. **PAYMENTS.**—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

4. **INSPECTION.**—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

5. **VARIATION IN QUANTITIES.**—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

6. **NOTICE OF SHIPMENTS.**—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.

7. **TAXES.**—Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract. Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

8. **WALSH-HEALEY ACT.**—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

9. **ANTI-DISCRIMINATION.**—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract. Provided, however, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

10. **CONVICT LABOR.**—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

11. **CHANGES.**—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.

12. **DELAYS—DAMAGES.**—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

13. **DISPUTES.**—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

14. **ASSIGNMENT OF RIGHTS HEREUNDER.**—This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

15. **OFFICIALS NOT TO BENEFIT.**—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

16. **COVENANT AGAINST CONTINGENT FEES.**—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

17. **BUY AMERICAN CLAUSE.**—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.

18. **DEFINITIONS.**—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.